

FACTS about

SB 455, AAC a Nursing Home Bill of Rights

Admissions agreements in CT's nursing homes are currently not standardized and often contain provisions that effectively lower the expectations of residents and their families concerning such issues as quality of care.

Although such provisions are contrary to federal requirements and contradict the spirit and specific provisions outlined in CT's Patients' Bill of Rights (CGS Section 19a-550), there is no specific language prohibiting the waiving of such rights in a facility agreement.

Advocates have identified illegal contract provisions contained in facility contracts from nursing homes across the state. Residents and their families are routinely being asked to sign contracts containing these provisions before acceptance to a facility. Examples of provisions that conflict with those in the Patients' Bill of Rights include those:

- Placing the burden of inadequate care on the resident and family instead of the facility;
- Waiving to some extent, the facility's responsibility for a resident's personal injury;
- Waiving some of the facility's liability for a resident's lost or stolen property;
- Allowing transfer or discharge at the facility's discretion;
- Allowing things such as disruptive or difficult behavior to be the basis for a facility to transfer or discharge;
- Requiring financial guarantees from a family member or friend.

Although parties can sue over the nursing home contract itself, facilities currently can assert that by signing a contract containing the offending provisions, that the resident has waived their rights to sue.

Adding the language proposed in SB 455 will result in the enumerated provisions in the Patients' Bill of Rights becoming inalienable and not just empty promises.